

Terms and Conditions for Internet Access and E-mail Services supplied for the BT Digital TV Adapter - Interactive



E-mail Service Terms and Conditions

1. INTERPRETATION

In this Contract:

"Authorised User" means anyone the Customer allows to use the Service.

"BT" means British Telecommunications plc of 81 Newgate Street, London, EC1A 7AJ registered in England No 1800000.

"BT Group Company" means a BT subsidiary or holding company, or a subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

"Contract" means, in order of precedence, these Conditions and the on-line Registration Form.

"Customer" means the person named on the Registration Form, and anyone reasonably appearing to BT to be acting with that person's authority or permission.

"Helpdesk" means the helpdesk facility provided by BT to handle enquiries and administration for the Service. "Internet" means the global data network comprising interconnected networks using the TCP/IP protocol suite.

"Service" means the e-mail service currently known as Btdigitaltv.com.

"Software" means any software provided by BT to enable the Customer to access or use the Service.

2. DURATION

This Contract begins on the date that the Customer completes the on-line registration process and will continue until terminated in accordance with this Contract.

3. PROVISION OF THE SERVICE

3.1 BT will provide the Customer with the Service on the terms of this Contract.

3.2 BT will use reasonable endeavours to provide the Service by any date agreed with the Customer but all dates are estimates and BT has no liability for any failure to meet any date.

3.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider.

3.4 It is technically impracticable to provide a fault free Service and BT does not undertake to do so. BT will however repair any reported faults as soon as it reasonably can.

3.5 Occasionally BT may:

(a) change the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;

(b) suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so will give as much on-line, written or oral notice as is reasonably practicable. BT will restore the Service as soon as it reasonably can after suspension; or

(c) give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by BT to the Customer or any other customer.

3.6 Except for Software (if any) provided to the Customer by BT as part of the Service, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service. This Contract does not include the provision of telecommunications services necessary to connect to the Service or to obtain access to the Internet.

3.7 The Customer is responsible for the acts and omissions of all Authorised Users in connection with the Service and is liable for any failure by any Authorised User to perform or observe the terms and conditions of this Contract, including any instructions issued under paragraph 3.5.

4. SECURITY

4.1 The Customer is responsible for the security and proper use of all user names and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

4.2 The Customer must immediately inform BT if there is any reason to believe that a user name or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

4.3 The Customer must not change or attempt to change a user name or alias. If a Customer forgets or loses a password or user name the Customer must contact BT and satisfy such security checks as BT may operate.

4.4 BT reserves the right to suspend user name and password access to the Service if at any time BT considers that there is or is likely to be a breach of security.

4.5 BT reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords used by the Customer in connection with the Service

4.6 The Customer must immediately inform BT of any changes to the information the Customer supplied when registering for the Service.

5. USE OF THE SERVICE

5.1 The Service is provided solely for the Customer's own use (including use by Authorised Users) and the Customer will not sell or attempt to sell the Service (or any part or facility of it) to any third party.

5.2 The Customer is solely responsible for evaluating any goods (including software) or services offered by third parties via the Service or on the Internet. BT will not be a party to or in any way responsible for any transactions between the Customer and third parties.

5.3 The Service must not be used by the Customer or any Authorised User in a way that does not comply with:

(a) the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful; or

(b) any instructions given by BT under paragraph 3.5(c).

5.4 The Service must not be used by the Customer or any Authorised User:

(a) fraudulently, in connection with a criminal offence, or otherwise unlawfully;

(b) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;

(c) to cause annoyance, inconvenience or needless anxiety;

(d) to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or

(e) other than in accordance with the acceptable use policies of any connected networks.

5.5 The Customer must not use a user name or alias which infringes the rights of any person in a corresponding trade mark or name. BT reserves the right to require the Customer to select a replacement user name or alias and may either refuse to provide or may suspend Service if, in BT's opinion, there are reasonable grounds for BT to believe that the user name or alias is, or is likely to be, used for a dishonest purpose, offensive, abusive, defamatory, obscene, or in violation of any person's intellectual property or similar rights.

5.6 If the Customer, an Authorised User or anyone else, with or without the Customer's knowledge or approval, uses the Service in contravention of paragraphs 5.1, 5.2, 5.3, 5.4 or 5.5, BT may treat the contravention as a material breach of this Contract which cannot be remedied for the purposes of paragraph 12.

5.7 The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because:

(a) the Service is used in breach of the provisions of this paragraph 5; or

(b) the Service is faulty or cannot be used by that third party. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

6. INTERNET

The Service does not provide or include access to the Internet. The Customer's use of the Internet is solely at the Customer's risk and subject to all applicable laws, and BT has no responsibility for any information, software, services or other materials accessed or obtained by the Customer using the Internet.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 For the term of this Contract, BT grants the Customer a non-exclusive, non-transferable licence to use the Software.

7.2 The Customer will not, without BT's prior written consent, copy or (except as permitted by law) decompile or modify the Software, nor copy the manuals or documentation.

7.3 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that software.

7.4 BT may offer updates or modifications to the Software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at the time BT offers such updates or modifications.

8. CONFIDENTIALITY

8.1 BT will keep in confidence any information provided to it by the Customer when registering for the Service or otherwise under this Contract and will not disclose that information to any person (other than its employees, contractors, or professional advisers, or the employees or contractors of a BT Group Company who need to know the information) without the Customer's consent.

8.2 This paragraph 8 will not apply to:

- (a) any information which has been published other than through a breach of this Contract;
- (b) information lawfully in the possession of the recipient before the disclosure under this Contract took place;
- (c) information obtained from a third party who is free to disclose it;
- (d) information which a party is requested to disclose and if it did not could be required by law to do so; or
- (e) information which has been reduced by BT to anonymous, non-personal form before disclosure.
- (f) information which is disclosed to the Bank under the terms of paragraph 17.2

8.3 This paragraph 8 will remain in effect for 2 years after the termination of this Contract.

9. LIMITATION OF LIABILITY

9.1 BT accepts unlimited liability for death or personal injury resulting from its negligence and paragraphs 9.2 and 9.3 do not apply to such liability.

9.2 BT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.

9.3 BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £1,000 for any one incident or series of related incidents and to £2,000 for all incidents in any period of 12 months.

9.4 BT excludes all liability of any kind in respect of any material on the Internet which can be accessed using the Service and is not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Service or on the Internet.

9.5 BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.

9.6 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

10. MATTERS BEYOND REASONABLE CONTROL

If BT is unable to perform any obligation under this Contract because of a matter beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving its employees), or acts of local or central Government or other competent authorities, or events beyond the reasonable control of its suppliers, it will have no liability for that failure to perform.

11. TERMINATION OF THIS CONTRACT BY NOTICE

Either party may terminate this Contract on 14 days' notice to the other, without prejudice to any rights that may have accrued before termination. Upon termination (for whatever reason), BT may re-allocate any user names and aliases associated with the terminated Service.

12. BREACHES OF THIS CONTRACT

12.1 Either party may terminate this Contract or the provision of Service under it without notice if the other:

- (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so;
- (b) commits a material breach of this Contract which cannot be remedied; or
- (c) is repeatedly in breach of this Contract.

12.2 If any of the events detailed in paragraph 12.1 occur because of the Customer or an Authorised User, BT may suspend the Service without prejudice to its right to terminate this Contract. At its sole discretion, BT reserves the right to suspend or terminate any Authorised User's use of the Service as an alternative remedy to immediate suspension or termination of the Contract. This remedy is without prejudice to BT's right subsequently to suspend or terminate the Contract. BT may refuse to restore Service which has been suspended under this paragraph until it has received assurances satisfactory to BT that the breach has been remedied and will not be repeated.

12.3 Termination under this paragraph is without prejudice to any rights that may have accrued before termination.

12.4 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

12.5 Upon termination (for whatever reason), BT may re-allocate any user names and aliases associated with the terminated Service.

13. CHANGES TO THIS CONTRACT

BT can change the Conditions of this Contract at any time on 14 days' notice to the Customer.

14. ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this Contract, without the written consent of the other, except that BT may assign its rights or obligations (or both) to a BT Group Company without consent.

15. ENTIRE AGREEMENT

This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

16. NOTICES

Notices given under this Contract may be delivered on-line or by e-mail; notices will be deemed effective on the date of publication, or otherwise as notified to the Customer by BT. A notice from BT which is sent by e-mail to the Customer's e-mail address will be deemed effective 3 days after the date it is sent. A notice from the Customer to BT will be deemed effective when received by BT at the e-mail address notified by BT to the Customer.

17. DATA PROTECTION CONSENT

17.1 By accepting the terms and conditions of this Contract, the Customer acknowledges that in order to provide the Service, BT or its agents must store, host, and otherwise process the information (including personal data) supplied by the Customer when registering for the Service (in whatever medium), and that BT will send such data outside of the European Economic Area for processing. The Customer hereby grants BT permission to do so.

17.2 By accepting the terms of this Contract, for the purposes of paragraph 8 of this Contract and the Data Protection Act 1998, the Customer hereby grants permission to BT who may contact the Customer about services which may be of interest to the Customer and

17.3 The Customer may subsequently revoke the permission granted to BT in paragraph 17.2 (ii) above by contacting the Helpdesk.

18. LAW

This Contract is governed by the law of England and Wales.

Internet Access Terms and Conditions

Our contract with you

1. The service

The service gives you access to the internet. You must forward a Calling Line Identification (CLI) to get this service.

2. Our commitment to you

When we provide the service to you we promise to use the reasonable skill and care of a competent internet service provider.

Providing the service to you

3. Things we may have to do

3.1 We may need to temporarily suspend the service for operational reasons (e.g. for repairs, planned maintenance or upgrades).

3.2 We may have to alter the technical specification associated with the service for operational reasons.

3.3 We may give you instructions on your use of the service to ensure the quality of the service we provide to you and other customers and you agree to observe them.

4. Repairing faults in the service

4.1 Although we attempt to provide you with the best possible service, we cannot guarantee that the service will never be faulty. However, we will correct all reported faults as soon as we reasonably can.

4.2 If there is a fault with the service you should contact the BT Openworld team. You can find out how to contact the BT Openworld team at www.btowp.com.

4.3 Sometimes we may monitor or record calls to or from the BT Openworld team for training or to improve the quality of our customer service.

What we need you to do

5. Paying our charges

5.1 You must pay the call charges you incur while using the service which are determined by your telephone service provider and may change from time to time. These will appear on your telephone bill.

6. Use of the service

6.1 You must take all reasonable precautions to ensure that no one (including you) uses the service:

- (a) fraudulently or in connection with a criminal offence;
- (b) to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (c) to cause annoyance, inconvenience or needless anxiety;
- (d) to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- (e) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policies located at www.abuse-guidance.com as may be amended from time to time; or
- (f) in a way that does not comply with any instructions that we have given you.

The action we can take if the service is used in any of these ways is explained in paragraphs 8 and 9.

6.2 If we think that your use of the service may:

- (i) impair the security of the system and/or the network used to provide the service; or
- (ii) cause detrimental performance of the service to you or any other customer;
- (iii) we may suspend or terminate your access to the service.

6.3 You must not copy or modify this software (unless allowed by law) which is provided to you to enable you to use the service. It is important that you only access the service through this software or in an alternative way permitted by us and you must not attempt to circumvent any security measures in the service.

6.4 When we provide you with the service it, and any associated software, is intended for your use only. Therefore, you must not re-sell, transfer, assign or sub-license the service (or any part of it) or the associated software to anyone else.

7. Your use of the internet

The service allows you to access the internet. The internet is separate from the service and use of the internet is at your own risk and subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials you obtain when using the internet.

If things go wrong

8. If you break this contract

We can suspend the service or end this contract by terminating the service (or both) at any time:

- (a) with immediate effect if you materially breach this contract;
- (b) with immediate effect if we believe that the service is being used in a way described in paragraph 6.1 and 6.2, even if you do not know that the service is being used in such a way
- (c) upon reasonable notice if you breach this contract in any other way and fail to remedy the breach within a reasonable period of being asked to do so; or
- (d) with immediate effect if bankruptcy or insolvency proceedings are brought against you, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

9. Matters beyond our reasonable control

If we cannot do what we have promised in this contract because of something beyond our reasonable control (including, without limitation, industrial disputes involving our employees), we will not be liable for this. If this continues for more than 14 days, you can terminate this contract immediately by giving us written notice. If the events continue for more than three months, we can terminate this contract immediately by giving you written notice.

10. Our liability to you

10.1 We will be liable if you are injured or die as a result of our negligence. We do not limit that liability by paragraphs 10.2 or 10.3 or in any other way.

10.2 We have no liability (whether in negligence or otherwise) nor for any loss not reasonably foreseeable by us when this contract starts, nor any loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make, wasted expenditure or data being lost or corrupted.

10.3 Any liability we have of any sort (including liability for negligence) is limited to £250,000 for any event or related series of events and £500,000 for all events in any 12 month period.

10.4 We do not have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunication services or for faults in or failures of their networks and equipment.

10.5 Each provision of this paragraph 10 operates separately in itself and survives independently of the others.

11. Ending this contract This contract can be ended at any time by:

- (a) us ceasing to provide your service; or
- (b) you ceasing your use of the service.

Other things we need to tell you

12. How this contract can be changed

We may change this contract at any time. We will post all changes on our website at www.btowp.com.

13. How this contract can be transferred

Neither of us can transfer this contract or any part of it except that we can transfer all or part of it to a company that is a subsidiary or holding company of ours, or a subsidiary of that holding company (all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989).

14. Waiver

Neither of us shall be considered to have waived any right under this contract because of failure or delay in exercising that right.

15. Third party rights

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any

16. The law that relates to this contract

English Law governs this contract and we both agree to the exclusive jurisdiction of the English courts.

Internet Access Terms and Conditions

Our contract with you

The service allows you to access the internet. The internet is separate from the service and use of the internet is at your own risk and subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials you obtain when using the internet.

2. Our commitment to you

When we provide the service to you, we promise to use the reasonable skill and care of a competent person.

We can suspend the service or end this contract by terminating the service (or both) at any time.

3. Things we may have to do

(a) with immediate effect if you materially breach this contract;
(b) with immediate effect if we believe that the service is being used in a way described in paragraph 3.1 and 3.2 (even if you do not know that the service is being used in such a way).

(c) upon reasonable notice if you breach this contract in any other way and fail to remedy the breach within a reasonable period of being asked to do so; or

(d) with immediate effect if bankruptcy or insolvency proceedings are brought against you, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

4. Repairing faults in the service

4.1 Although we attempt to provide you with the best possible service, we cannot guarantee that the service will be available at all times.

If we cannot do what we have promised in this contract because of something beyond our reasonable control (including, without limitation, industrial disputes involving our employees), we will not be liable for this. If this continues for more than 14 days, you can terminate this contract immediately by giving us written notice. If the events continue for more than three months, we can terminate this contract immediately by giving you written notice.

4.2 Sometimes we may monitor or record calls to or from the service. We will not use this information for any other purpose than to improve the service.

10.1 We will be liable if you are injured or die as a result of our negligence. We do not limit that liability by paragraphs 10.2 or 10.3 or in any other way.

10.2 We have no liability (whether in negligence or otherwise) for any loss not reasonably foreseeable by us when the contract starts, nor for loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make.

10.3 Any liability we have of any sort (including liability for negligence) is limited to £250,000 for any event or related series of events and £250,000 for all events in any 12 month period.

10.4 We do not have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunication services or for faults in or failures of their networks and equipment.

10.5 Each provision of this paragraph 10 operates separately in relation to the independence of the other provisions of the contract, and so that the contract can be ended at any time by:

(a) us ceasing to provide your service; or
(b) you ceasing your use of the service.

Other things we need to tell you about this contract are in our privacy policy, which you can find at www.bbc.com/privacy.

12. How this contract can be changed

We may change this contract at any time. We will post all changes on our website at www.bbc.com.

13. How this contract can be transferred

Neither of us can transfer this contract or any part of it except that we can transfer all or part of it to a company that is a subsidiary or holding company of ours, or a subsidiary of that holding company (as defined by section 726 of the Companies Act 1985 as amended by the Companies Act 1989).

14. Waiver

Neither of us shall be considered to have waived any right under this contract because of failure or delay in exercising that right.

15. Third party rights

A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its provisions.

16. The law that relates to this contract

